ADVISORY SERVICES AGREEMENT

This agreement (the "**Agreement**") is made this __ day of May 2015, by and among Nutrimenta (Singapore) Pte. Ltd. ("**Nutrimenta Singapore**") having its office and place of business located at 39 Tras St. Singapore 078978, Nutrimenta Finance & Investments Ltd. having its office and place of business located at Rue Guillaume-Tell 10, PO Box 2088, 1211 Geneva 1 – Switzerland ("**Nutrimenta Geneva**" and collectively with Nutrimenta Singapore, "**Nutrimenta**") and ERGO (EB2014) LTD (Company No. 515175495), of 1, Sderot Shaul Hamelech, Tel-Aviv 6473301, Israel (the "**Advisor**").

- Services: Subject to the terms and conditions of this Agreement, during the term of this Agreement (hereinafter set forth) Advisor shall actively promote the Tower Funds (as defined below) and Nutrimenta to Bank Julius Baer & Co. Ltd. (the "**Bank**"), on an on going basis, for the purpose of having the Tower Funds approved by the Bank for investment and obtaining investments from the Bank's clients in the Tower Funds. The Advisor will do his best effort to assist Nutrimenta in any way he can in promoting the Tower Funds, with the aim of maintaining and growing the relationship between the Bank and Nutrimenta.
- Advisor's Fee: As full and complete compensation for the services provided by the Advisor hereunder, Nutrimenta shall pay the Advisor the following Fees. Fees shall be paid only following, and subject to, the inclusion of the "Tower Fund – Investment Grade Bond" and the "Tower Fund – Global High Yield Bond" (collectively the "**Tower Funds**") in the "Fund Recommendation List" of the Bank (the "**Fee Trigger Event**"):

  Upon the Fee Trigger Event, a one-time payment in a gross amount of US$50,000.

  Following the Fee Trigger Event, an on-going fee at a rate of:

  0.1% per annum of any amount above US$150M invested in the Tower Funds by the Bank Clients (as defined below). For the avoidance of doubt, no fee is paid for the first US$150M investment.

  0.2% per annum of any amount above US$300M invested in the Tower Funds by the Bank Clients.
- The "**Bank Clients**" means clients of the Bank to whom the Bank provides investment management services or investment advisory services, where the Bank has been actively involved in placing the investment in the Tower Funds, and excluding any clients of the Bank managed or advised by external asset managers.
- Below is an example of the annual on-going fee assuming the investments in Tower Funds by Bank Clients equal US$350M.

• **Total investments in Tower Funds by the Bank Clients**	• **Fee rate**	• **Amount**
• Initial US$150M	• 0	• 0
• next US$150M	• 0.1%	• US$150,000
• next US$50M	• 0.2%	• US$100,000
• **Total Investment – US$350M**	•	• **US$250,000**

- Payment shall be made by Nutrimenta Singapore or Nutrimenta Geneva or an affiliate thereof in US Dollars. The payment of the one-time fee will be made within 10 days from notice of Fee Trigger Event. The payment of the on-going fee will be made on a quarterly basis, within 30 days of the end of the calendar quarter, and shall be based on the average total assets invested by the Bank Clients in the Tower Funds in that quarter.
- Advisor shall bear and pay any and all taxes and/or other payments required by law, for any fees received pursuant to this Agreement (the "**Taxes**"). In case it shall be required so by

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law, Nutrimenta shall make any deductions or payments to the applicable government authorities (Income Tax etc.), and Advisor hereby irrevocably agrees that Nutrimenta may set off any amount actually paid for Taxes, from the fees owed to the Advisor pursuant to this Agreement.

- Termination:
- This Agreement shall commence on the date hereof and is made for 4 years (the "**Initial Period**"). Thereafter, the Agreement will be renewed automatically each year, for 12 months extensions. Following the Initial Period, either party may terminate the Agreement by providing the other party with a termination notice no later than 90 days prior to termination. Either party may however terminate this Agreement with immediate effect at any time in case of serious breach of any of its terms by the other party or in case the Advisor stops being actively involved in promoting the Tower Funds to the Bank.
- Each of the parties shall keep the existence of this Agreement and any information and data disclosed by the parties prior to, or during, the term of this Agreement confidential and such information shall be held by the parties in strict confidence, except for any disclosure obligation imposed as a matter of law or regulation.
- This Agreement shall not be amended except by a written agreement between the Advisor and Nutrimenta. This Agreement constitutes the complete and final agreement of the parties concerning the subject matter thereof, and correctly sets forth the rights and duties of each of the parties concerning that matter as of this date.

ERGO (EB2014) LTD
Name: E. Barak
Title: CHAIRMAN
(E.B. 2014) Ltd.

Nutrimenta (Singapore) Pte. Ltd.
Name: _____
Title: _____

Nutrimenta Finance & Investments Ltd.
Name: _____
Title: _____